REMARKS

Claims 1-19 and 21-65 are pending in the application.

Claims 1-19 and 21-65 stand rejected.

Claims 1, 16, 18, 21 and 36 are amended.

Claim 20 is cancelled.

Rejection of Claims under 35 U.S.C. § 102: Claims 1-15 and 21-65

Claims 1-15 and 21-65 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Ogier, U.S. Patent Publication No. 2003/0095504 (Ogier). Applicants respectfully traverse this rejection.

Independent claims 1, 21, 36, and 51 each recite an "unreliable packet." The first Office Action (dated April 5, 2005) suggested that Ogier teaches an unreliable packet. Page 3. In response to the first Office Action, Applicants noted that they "are unable to find disclosed anywhere in the cited portion of Ogier, and indeed are unable to find disclosed anywhere in Ogier, the claimed first unreliable packet." The final Office Action, dated October 3, 2005, stated,

> Applicant is reminded that Examiners are to take the broadest reasonable interpretation when performing the examination of claims. For purposes of interpretation and when reading the claim as written, the unreliable packet is deemed to be just a packet in any type of network. Due to the fact that the "unreliable packet" is considered by the Examiner to be undefined (i.e. lack of protocol use, environment use), the types of packets used by Ogier are deemed to be the same types of packets. Ogier clearly discloses the environment wherein a new node on the network submits packets into the network in order to be discovered by neighbor nodes.

Page 7. Applicants respectfully disagree with the Examiner's assertion that "unreliable packet" is undefined. The meaning of the term "unreliable packet" is evidenced by the language in claim 1 itself and by the ordinary meaning of "unreliable packet," as the term is understood in the art.

Claim 1 indicates the scope of the term "unreliable packet" by also reciting the term "reliable packet." MPEP § 2111, which sets forth the Examiner's responsibility to apply the broadest reasonable interpretation of the claims, clearly teaches that the claims themselves may indicate the meaning of a claim term. MPEP §2111.01 mentions that "the words of a claim must be given their 'plain meaning' unless they are defined in the specification." Furthermore, "plain meaning refers to the ordinary and customary meaning given to the term . . . [and] may be evidenced by . . . the claims themselves." MPEP § 2111.01.

By claiming both a "reliable packet" and an "unreliable packet," claim 1 recites two different types of packets that are distinguished by their reliability. Ogier does not distinguish packets based on reliability and does not mention whether any packets are reliable or unreliable. The Office Action states that the "types of packets used by Ogier are deemed to be the same types of packets [as the unreliable packets]." However, even if the packets of Ogier could be deemed to be unreliable, which Applicants do not concede, the packets could not also be deemed to be reliable. Since Ogier does not distinguish packets on the basis of reliability, Ogier cannot be said to disclose both reliable and unreliable packets. Thus, claim 1 distinguishes over Ogier by reciting both reliable and unreliable packets.

Applicants also submit that one of ordinary skill in the art of network communications would recognize the meanings of the terms "unreliable" and "unreliable packet." According to MPEP § 2111.01, "The broadest reasonable interpretation of the claims *must* also be consistent with the interpretation that those skilled in the art would reach." (emphasis added). In network

communications, the term "unreliable" refers to the "characteristic of a mechanism that does not guarantee to deliver data without loss, corruption, duplication, or in the same order as it was sent." Douglas E. Comer, *Internetworking with TCP/IP*, 717 (4th ed., Prentice Hall 2000). More specifically, the reliability of an unreliable packet is not guaranteed because "a router that receives unreliable packets need not acknowledge the unreliable packets." Specification, page 10; *see also* Ivan Pepelnjak, *EIGRP Network Design Solutions*, 65 (Cisco Press, 2000). In contrast, reliable packets "always have to be acknowledged." Pepelnjak at 65. Thus, the term "unreliable packet" is not undefined, but is a term of art within the art of network communications.

Ogier does not teach unreliable packets. Applicants are unable to find anywhere that Ogier discusses a packet that need not be acknowledged, and so remain at a loss to explain the position taken in the final Office Action to the contrary . Thus, claim 1 distinguishes over Ogier by reciting an "unreliable packet." Applicants submit that claims 21, 36, and 51 also distinguish over Ogier, for at least the same reasons that claim 1 distinguishes over Ogier. Therefore, independent claims 1, 21, 36, and 51, as well as claims 2-15, 21-35, 37-50, and 52-65, which depend from claims 1, 21, 36, and 51, are allowable for at least the foregoing reasons. Accordingly, Applicants respectfully request withdrawal of the rejections based on 35 U.S.C. § 102 and submit that claims 1-15 and 21-65 are in condition for allowance.

Rejection of Claims under 35 U.S.C. § 102: Claims 16-19

Claims 16-19 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Ogier. Applicants respectfully traverse this rejection.

As amended, claim 16 recites:

16.   A system for establishing bi-directional connectivity with a network element in a network comprising:

a central processing module;

a neighbor pending list coupled to said central processing module, wherein said central

processing module is configured to store an address of said network element in

said neighbor pending list while said network element is in a process of

establishing said bi-directional connectivity with said system; and

a dampening list coupled to said central processing module, wherein

said dampening list is configured to store said address of said network element

when a value of a reliability count is lower than a maximum value, and

said maximum value is dynamically adjusted according to a traffic condition in

said network.

The Office Action states that Ogier discloses "the system wherein said maximum value is dynamically adjusted according to a traffic condition in said network. (para. 0219)." Page 6. Applicants respectfully disagree.

Ogier fails to show, teach or suggest dynamically adjusting a maximum value according to a traffic condition in a network. Paragraph 219 of Ogier states,

"Each node 18 sends a HELLO message periodically every HELLO_INTERVAL seconds, possibly with a small jitter to avoid repeated collisions. Because of message size limitations that may be imposed by the MANET 10, a HELLO

message may be too large to send within one packet, in which case, the sending node 18 sends the HELLO message in multiple packets within a period equal to the HELLO_INTERVAL. Depending on the implementation of the ROHP, the receiving node may or may not be able to extract information from a partially received HELLO message."
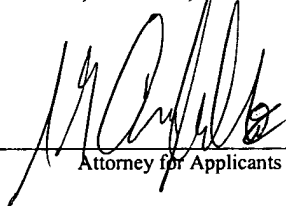
Applicants submit that nothing in paragraph 219 shows, teaches, or suggests adjusting a maximum value according to a traffic condition of a network. In fact, nothing in cited portion of Ogier teaches a maximum value that can be compared to a reliability count. Applicants therefore submit that Ogier fails to teach the features of claim 16.

Thus, claim 16 clearly distinguishes over Ogier. Therefore, independent claim 16, as well as claims 17-19, which depend from claim 16, are allowable for at least the foregoing reasons. Accordingly, Applicants respectfully request withdrawal of the rejections based on 35 U.S.C. § 102 and submit that claims 16-19 are in condition for allowance.

CONCLUSION

In view of the amendments and remarks set forth herein, the application is believed to be in condition for allowance and a notice to that effect is solicited. Nonetheless, should any issues remain that might be subject to resolution through a telephonic interview, the Examiner is invited to telephone the undersigned at 512-439-5086.

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop RCE, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on January 3, 2006.
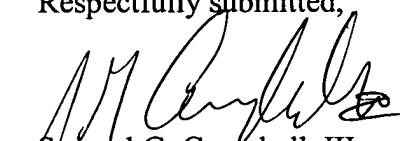
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Attorney for Applicants   Date of Signature

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